

**RESOLUTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

**THAT** the City Attorney be authorized to retain outside counsel to provide professional legal and administrative personnel investigative services and to execute the necessary Professional Services Letter of Engagement.

ADOPTED this 18<sup>th</sup> day of May 2004.

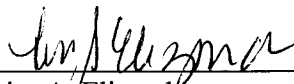
CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Lisa A. Elizondo  
City Attorney



**OFFICE OF THE CITY ATTORNEY**

2 CIVIC CENTER PLAZA - 9<sup>TH</sup> FLOOR

EL PASO, TEXAS 79901

TELEPHONE (915) 541-4550

FACSIMILE (915) 541-4710

LISA A. ELIZONDO  
CITY ATTORNEY

May 18, 2004

Ms. Clara B. Burns  
Kemp Smith, P.C.  
221 N. Kansas St.  
El Paso, TX 79901

Re: Fee Arrangement/Professional Services Letter of Engagement

Dear Ms. Burns:

The City of El Paso would like to engage you and your firm to provide professional, legal and administrative personnel investigative services.

Please read this letter carefully and review the Guidelines attached hereto. These describe the terms and conditions under which the City retained you in connection with this matter. The City's policy and the Texas Disciplinary Rules of Professional Conduct require that this letter be signed before you engage in any work on behalf of the City. The terms and conditions of your engagement are as follows:

1. You shall provide all traditional legal services necessary to provide administrative personnel investigative services as assigned by the Office of the City Attorney. This will include:
  - (a) To consult with the City and its administrative personnel regarding any and all aspects of the matter assigned. This will also include consulting and working with me as the Advisor to the respective department on matters concerning said assignment.
  - (b) To draft all legal documents, notices and instruments necessary and appropriate as requested by the Office of the City Attorney.
2. The Services shall be undertaken and completed in compliance with schedules established by the City, as appropriate to carry out the purposes of this Agreement.

3. This agreement will be in effect through and including the final disposition of the assigned matter, unless mutually extended or sooner terminated.

4. The city will pay you at an hourly rate of \$175.00.<sup>1</sup>

The attorneys fees set forth in this proposal, along with out-of-pocket expenses shall be held and maintained as set forth above with respect to this case, unless an amendment thereto is mutually agreed upon by the parties.

All terms and conditions of the Agreement and all subsequent Amendments to the Agreement, except as herein revised, shall remain in full force and effect. This agreement may be executed and acknowledged by facsimile and in counterparts, each of which shall be deemed a valid original and part of the same instrument.

We discuss the terms and conditions of our engagement so candidly because we believe that you are entitled to know the City's policies, and that this type of frank discussion will avoid any misunderstandings later. Please sign a copy of this letter in the space provided below, indicating your agreement to the terms and conditions set forth above.

Very truly yours,

By: \_\_\_\_\_  
Lisa A. Elizondo, City Attorney

LAE/jh

**ACCEPTED:**

Kemp Smith, P.C.

By: \_\_\_\_\_  
Clara B. Burns

Date: \_\_\_\_\_

cc: Lupe Cuellar, Deputy City Attorney  
Theresa Cullen-Garney, Deputy City Attorney  
Elaine Hengen, Assistant City Attorney  
Becky Langley, Accountant

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<sup>1</sup> Subject to the Guidelines attached hereto.